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6 Attorneys for Defendants SBC ADVANCED  
 SOLUTIONS, INC., a Delaware Corporation  
 7 and SEDGWICK CLAIMS MANAGEMENT SERVICES, INC.,  
 an Illinois Corporation

9  
 UNITED STATES DISTRICT COURT  
 10 NORTHERN DISTRICT OF CALIFORNIA  
 11 OAKLAND DIVISION

12  
 13 CATHE GUERRA,

Case No.: C 07-5044 WDB

14 Plaintiff,  
 15 v.

DEFENDANTS SBC ADVANCED  
 SOLUTIONS, INC. AND SEDGWICK  
 CLAIMS MANAGEMENT SERVICES,  
 INC.'S ANSWER TO PLAINTIFF'S  
 COMPLAINT

16  
 17 SBC ADVANCED SOLUTIONS, INC., a  
 Delaware Corporation; SEDGWICK CLAIMS  
 18 MANAGEMENT SERVICES, INC., An Illinois  
 Corporation; and PLAN TRUSTEE;

19 Complaint filed: October 1, 2007

20 Defendants.

21  
 22 Defendants SBC ADVANCED SOLUTIONS, INC., and SEDGWICK  
 23 CLAIMS MANAGEMENT SERVICES INC. (hereafter "Defendants") hereby answer Plaintiff  
 24 CATHE GUERRA's Complaint (hereafter "Complaint") as follows:

25  
 26 Defendants generally deny each and every allegation in the Complaint, except  
 27 those expressly admitted below.

1           1. Answering Paragraph 1 of Plaintiff's Complaint, Defendants admit that  
 2 to the extent Plaintiff's allegations relate to benefits sought under the Employment  
 3 Retirement and Income Security Act ("ERISA"), this Court has subject matter jurisdiction.

4           2. Answering Paragraph 2 of Plaintiff's Complaint, Defendants are without  
 5 sufficient knowledge and information regarding the location of Plaintiff's residence and on  
 6 that basis, deny this assertion.

7           3. Answering Paragraph 3 of Plaintiff's Complaint, Defendants denies this  
 8 allegation as SBC Advanced Solutions, Inc. ("ASI") is a Delaware corporation registered to  
 9 do business in Northern California.

10          4. Answering Paragraph 4 of Plaintiff's Complaint, Defendants admit that  
 11 Sedgwick Claims Management Service, Inc. ("Sedgwick") is an Illinois Corporation.  
 12 Defendants deny each and every other allegation contained in Paragraph 4 because  
 13 Sedgwick is not the administrator of the disability plan, which covers plaintiff as an  
 14 employee of ASI; Sedgwick is and was the claims administrator.

15          5. Answering Paragraph 5 of Plaintiff's Complaint, Defendants deny each  
 16 and every allegation contained in Paragraph 5 because there is no trustee for the disability  
 17 plan applicable to Plaintiff.

18          6. Answering Paragraph 4 [sic 6<sup>1</sup>] of Plaintiff's Complaint, Defendants  
 19 admit each allegation contained in Paragraph 4 [sic 6].

20          7. Answering Paragraph 5 [sic 7<sup>2</sup>] of Plaintiff's Complaint, Defendants are  
 21 without sufficient knowledge and information and on that basis, deny this assertion.

22          8. Answering Paragraph 6 [sic 8<sup>3</sup>] of Plaintiff's Complaint, Defendants  
 23 deny each and every allegation contained in Paragraph 6 [sic 8] because ASI does not  
 24 provide telephone services.

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25          1 Plaintiff has erroneously misnumbered paragraphs after Paragraph 5 (on page 2) to the end of the  
 26 Complaint. Defendants' Answer to this "Paragraph 4" [sic] is on page 2 of Plaintiff's Complaint.

27          2 Defendants' Answer to this "Paragraph 5" [sic] is on page 2 of Plaintiff's Complaint.

28          3 Defendants' Answer to this "Paragraph 6" [sic] is on page 2 of Plaintiff's Complaint.

1           9. Answering Paragraph 7 [sic 9<sup>4</sup>] of Plaintiff's Complaint, Defendants  
 2 admit that Plaintiff was and continues to be employed by ASI as an Area Manager –  
 3 Program Management. Defendants further admit that Plaintiff has over 33 years of  
 4 employment service with ASI. Defendants deny each and every other allegation contained  
 5 in Paragraph 7 [sic 9].

6           10. Answering Paragraph 8 [sic 10<sup>5</sup>] of Plaintiff's Complaint, Defendants  
 7 deny that "there exists an expressed written policy agreement between Defendant SBC, and  
 8 its employees regarding short term disability" because the short term disability plan  
 9 applicable to Plaintiff is not between ASI and its employees. Defendants admit the  
 10 remaining allegation to the extent it accurately quotes text from the Summary Plan  
 11 Description (SPD) of the applicable short term disability plan.

12          11. Answering Paragraph 9 [sic 11<sup>6</sup>] of Plaintiff's Complaint, Defendants  
 13 admit the allegation to the extent it represents that the SPD quoted in Paragraph 8 [sic 10]  
 14 is applicable to Plaintiff.

15          12. Answering Paragraph 10 [sic 12<sup>7</sup>] of Plaintiff's Complaint, Defendants  
 16 deny the statement "Defendants' STD policy" because the STD plan was not established by  
 17 the Defendants. Defendants admit any and all remaining allegations contained in  
 18 Paragraph 10 [sic 12].

19          13. Answering Paragraph 11 [sic 13<sup>8</sup>] of Plaintiff's Complaint, Defendants  
 20 admit that Plaintiff was and remains employed by ASI. Defendants further admit that ASI is  
 21 an employer engages in interstate commerce within the meaning of 29 U.S.C. 1003(a).  
 22 Defendants deny each and every remaining allegations contained in Paragraph 11 [sic 13].

23  
 24          <sup>4</sup> Defendants' Answer to this "Paragraph 7" [sic] is on page 2 of Plaintiff's Complaint.  
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 26          <sup>5</sup> Defendants' Answer to this "Paragraph 8" [sic] is on page 2 of Plaintiff's Complaint.  
 27  
 28          <sup>6</sup> Defendants' Answer to this "Paragraph 9" [sic] is on page 2 of Plaintiff's Complaint.  
             <sup>7</sup> Defendants' Answer to this "Paragraph 10" [sic] is on page 2 of Plaintiff's Complaint.  
             <sup>8</sup> Defendants' Answer to this "Paragraph 11" [sic] is on page 3 of Plaintiff's Complaint.

1           14. Answering Paragraph 12 [sic 14<sup>9</sup>] of Plaintiff's Complaint, Defendants  
 2 deny each and every allegation contained therein.

3           15. Answering Paragraph 13 [sic 15<sup>10</sup>] of Plaintiff's Complaint, Defendants  
 4 deny each and every allegation contained therein.

5           16. Answering Paragraph 14 [sic 16<sup>11</sup>] of Plaintiff's Complaint, Defendants  
 6 deny each and every allegation contained therein.

7           17. Answering Paragraph 15 [sic 17<sup>12</sup>] of Plaintiff's Complaint, Defendants  
 8 deny the statement "individually and as agent for [ASI] and/or the Plan Trustee."  
 9 Defendants admit each and every remaining allegation contained in Paragraph 15 [sic 17].

10          18. Answering Paragraph 16 [sic 18<sup>13</sup>] of Plaintiff's Complaint, Defendants  
 11 deny each and every allegation contained therein.

12          19. Answering Paragraph 17 [sic 19<sup>14</sup>] of Plaintiff's Complaint, Defendants  
 13 are without sufficient knowledge and information and on that basis deny the allegations  
 14 contained in Paragraph 17 [sic 19].

15          20. Answering Paragraph 18 [sic 20<sup>15</sup>] of Plaintiff's Complaint, Defendants  
 16 deny each and every allegation contained therein.

17          21. Defendants deny the allegations contained in Paragraph 1 of Plaintiff's  
 18 prayer for relief, and deny that Plaintiff was injured or damaged in any sum, or at all.

19          22. Defendants deny the allegations contained in Paragraph 2 of Plaintiff's  
 20 prayer for relief, and deny that Plaintiff was injured or damaged in any sum, or at all.  
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22          <sup>9</sup> Defendants' Answer to this "Paragraph 12" [sic] is on page 3 of Plaintiff's Complaint.

23          <sup>10</sup> Defendants' Answer to this "Paragraph 13" [sic] is on page 3 of Plaintiff's Complaint.

24          <sup>11</sup> Defendants' Answer to this "Paragraph 14" [sic] is on page 3 of Plaintiff's Complaint.

25          <sup>12</sup> Defendants' Answer to this "Paragraph 15" [sic] is on page 3 of Plaintiff's Complaint.

26          <sup>13</sup> Defendants' Answer to this "Paragraph 16" [sic] is on page 3 of Plaintiff's Complaint.

27          <sup>14</sup> Defendants' Answer to this "Paragraph 17" [sic] is on page 3 of Plaintiff's Complaint.

28          <sup>15</sup> Defendants' Answer to this "Paragraph 18" [sic] is on page 3 of Plaintiff's Complaint.

1           23. Defendants deny the allegations contained in Paragraph 3 of Plaintiff's  
2 prayer for relief, and deny that Plaintiff was injured or damaged in any sum, or at all.

3           24. Defendants deny the allegations contained in Paragraph 4 of Plaintiff's  
4 prayer for relief, and deny that Plaintiff was injured or damaged in any sum, or at all.  
5 Defendants deny the allegations contained in Paragraph 5 of Plaintiff's prayer for relief, and  
6 deny that Plaintiff was injured or damaged in any sum, or at all.

7

8           **AFFIRMATIVE DEFENSES**

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10          For and as a separate and affirmative defense to each and every claim for  
11 relief set forth in the Complaint, Defendants allege as follows:

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13          **FIRST AFFIRMATIVE DEFENSE**

14           **(Failure to State a Claim)**

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16          Plaintiff's Complaint fails to allege facts sufficient to state a claim upon which  
17 relief can be granted.

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19          **SECOND AFFIRMATIVE DEFENSE**

20           **(Not Eligible for Benefits)**

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22          Plaintiff's claims are barred in that Plaintiff is not eligible for benefits under the  
23 terms and conditions of the applicable disability plan.

24          ///

25          ///

26          ///

27          ///

28          ///

### **THIRD AFFIRMATIVE DEFENSE**

**(Good Faith)**

Defendants' actions or statements were based upon good, sufficient, and legal cause, upon reasonable grounds for belief in their truth and justification, and were taken or said in good faith and without malice.

## **FOURTH AFFIRMATIVE DEFENSE**

**(Waiver and Estoppel)**

Plaintiff, by her acts and omissions, has waived and is estopped and barred from alleging the matters set forth in the Complaint.

## **FIFTH AFFIRMATIVE DEFENSE**

## (Unclean Hands)

Defendants allege that Plaintiff is barred from any relief by the doctrine of unclean hands.

## SIXTH AFFIRMATIVE DEFENSE

## **(Failure to Mitigate)**

Plaintiff has failed to mitigate the damages alleged in the Complaint.

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## **SEVENTH AFFIRMATIVE DEFENSE (Offset)**

Any award of benefits to Plaintiff should be offset by any other earnings, benefits and/or income received by Plaintiff (including but not limited to disability benefits, workers' compensation benefits and/or settlement monies, unemployment benefits, and/or benefits from the Social Security Administration or the state), and/or should be offset by any damages caused by Plaintiff to each and/or any of the Defendants, including any unjust enrichment to Plaintiff by virtue of fraud.

## **EIGHTH AFFIRMATIVE DEFENSE (Attorneys Fees)**

Defendants are entitled to their attorneys' fees pursuant to 29 U.S.C. § 1132(q) and/or Rule 11(c)(2), Federal Rules of Civil Procedure.

## **NINTH AFFIRMATIVE DEFENSE**

**(Conduct In Accordance With the Plan)**

Defendants and their agents at all relevant times acted and conducted themselves in accordance with the documents and instruments governing the Plan insofar as such documents and instruments were and are consistent with the provisions of ERISA

## **TENTH AFFIRMATIVE DEFENSE**

**(Failure to Name Proper Defendants)**

Plaintiff's claims are barred in that Plaintiff failed to name the proper defendant responsible for payment of Plan benefits, if any.

1 Defendants have not yet completed a thorough investigation and study or  
2 completed discovery of all facts and circumstances of the subject matter of the Complaint,  
3 and, accordingly, reserves the right to amend, modify, revise or supplement this General  
4 Denial, and to plead such further defenses and take such further actions as it may deem  
5 proper and necessary in its defense upon the completion of said investigation and study.

6 THEREFORE, Defendants demand judgment in its favor, costs of suit, and  
7 attorney's fees, and all other proper relief.

8  
9 Dated: December 17, 2007

MILLER LAW GROUP  
A Professional Corporation

10  
11 By: \_\_\_\_\_ /S/  
12

Katherine L. Kettler  
Attorneys for Defendants SBC  
ADVANCED SOLUTIONS, INC., a  
Delaware Corporation and SEDGWICK  
CLAIMS MANAGEMENT SERVICES,  
INC., an Illinois Corporation

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## CERTIFICATION OF INTERESTED ENTITIES OR PERSONS

Pursuant to Civil L.R. 3-16, the undersigned certifies that the following listed persons, associations of persons, firms, partnerships, corporations (including parent corporations) or other entities (i) have a financial interest in the subject matter in controversy or in a party to the proceeding, or (ii) have a non-financial interest in that subject matter or in a party that could be substantially affected by the outcome of this proceeding:

ENTITY	CONNECTION TO OR INTEREST IN CASE
SBC Advanced Solutions, Inc.	Defendant
AT&T Inc.	Joint owner of SBC Advanced Solutions, Inc.
AT&T Teleholdings, Inc.	Joint owner of SBC Advanced Solutions, Inc.
Sedgwick Claims Management Services, Inc.	Defendant
Sedgwick CMS Holding, Inc.	Owner of Sedgwick Claims Management Services, Inc.
Fidelity Sedgwick Corporation	Owner of Sedgwick CMS Holding, Inc.
Fidelity Sedgwick Holding, Inc.	Part owner of Fidelity Sedgwick Corp.

Dated: December 17, 2007

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A Professional Corporation

By: /S/  
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Attorneys for Defendants SBC  
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